

1
2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**

11 KRISTINA MCCONVILLE, on behalf
12 of herself, all others similarly situated,
and on behalf of the general public,

13 Plaintiffs,

14 v.

15 RENZENBERGER, INC.; and DOES 1
16 through 100,

17 Defendants.
18
19

Case No. 2:17-cv-02972-FMO-JC

**STIPULATED PROTECTIVE
ORDER**

Date:
Time:
Courtroom: 6D

Judge Fernando M. Olguin
Magistrate Judge Jacqueline Chooljian

Complaint Filed: April 14, 2016
Action Removed: May 17, 2016
Trial Date: None Set

20 Plaintiff KRISTINA MCCONVILLE (“Plaintiff”) and Defendant
21 RENZENBERGER, INC. (“Defendant”), by and through their counsel of record,
22 enter into this Stipulated Protective Order (“Protective Order”) and agree as follows:

23 **1. DEFINITIONS**

24 The following definitions apply to this Protective Order:

25 a. “Action” means and refers to the above-captioned matter and to
26 all actions now or later consolidated with the Action, and any appeal from the
27 Action, and from any other action consolidated at any time under the above-
28 captioned matter, through final judgment.

1 b. “Confidential Document” means any document that any
2 Designating Party (defined below) designates as “Confidential” or “Confidential –
3 Attorneys Eyes Only” in the manner set forth in this Protective Order.

4 c. “Confidential Information” means any information not made
5 available to the general public that concerns or relates to trade secret information,
6 proprietary, business and financial information, personal information, or any other
7 information that any Designating Party reasonably contends should be protected
8 from unrestricted disclosure.

9 d. “Designating Party” means any party designating information or
10 a document as “Confidential” or “Confidential – Attorneys Eyes Only.”

11 e. “Legend” means a stamp or similar insignia stating
12 “Confidential” or “Confidential – Attorneys Eyes Only,” or other appropriate term
13 or terms identifying the level of confidentiality of the document.

14 f. “Outside Counsel” as set forth in Sections 2(d), 3(b)(i) and
15 3(c)(i) are limited to counsel of record in this Action only, which includes all
16 attorneys of the firms or offices that have appeared in this Action on behalf of a
17 Party, either in person or in writing, their administrative staff, and paralegals.
18 Documents designated “Confidential – Attorneys Eyes Only” must not be disclosed
19 to a Party, or to any officer, director, employee or agent of a Party, unless otherwise
20 agreed by the Designating Party or Designating Parties in writing prior to any
21 disclosure or as expressly provided in this Protective Order.

22 g. “Party” means each of the named Parties in this Action, any third
23 party who executes and delivers to counsel the “Agreement to Terms of Stipulated
24 Protective Order,” attached as Exhibit A, and their respective directors, officers, and
25 employees at the time of disclosure of Confidential Documents or Confidential
26 Information.

27 h. “Receiving Party” means any party receiving Confidential
28 Documents or Confidential Information of a Designating Party.

1 i. When reference is made in this Protective Order to any document
2 or to any party, the singular includes the plural, and plural includes the singular.

3 **2. DESIGNATION OF DOCUMENTS**

4 a. The Designating Party may designate a document as
5 “Confidential” or “Confidential – Attorneys Eyes Only” by affixing the appropriate
6 Legend to all copies of the document at the time of production. Except as provided
7 in this Protective Order, the Designating Party must make document designations at
8 the time of production or within fourteen (14) days of the execution by the Parties to
9 this Action of this Protective Order, whichever is later.

10 **“Confidential”** -- Any Designating Party may designate any
11 document as “Confidential” that the Party reasonably and in good faith believes
12 contains or refers to Confidential Information and that the unrestricted disclosure of
13 this information would be harmful to the business or operations of the Designating
14 Party or would breach any duty of confidentiality owed by the Designating Party,
15 whether created by law, agreement or understanding.

16 **“Confidential – Attorneys Eyes Only”** -- Any Designating
17 Party may designate any document as “Confidential – Attorneys Eyes Only” that the
18 Designating Party reasonably and in good faith believes contains or refers to
19 confidential information that is considered to be highly sensitive by the Designating
20 Party, including but not limited to confidential trade secret information or
21 confidential financial, proprietary, business, or personal information that, if
22 disclosed, may cause significant competitive harm to the Designating Party or third
23 party. Any information bearing the Legend “Attorney Only” or “Counsel Only” or
24 “Confidential - Counsel Only” or “Attorneys Eyes Only” will be treated in the same
25 manner as documents or information designated as “Confidential – Attorneys Eyes
26 Only” under this Protective Order.

27 b. A Party may designate as “Confidential” or “Confidential –
28 Attorneys Eyes Only” a document produced by someone else by informing in

1 writing all Parties of the control or Bates number of the document within fourteen
2 (14) days of that Party's receipt of the document or within fourteen (14) days of the
3 Parties to this Action execution of this Protective Order, whichever is later. All
4 Parties receiving written notice of the designation must affix the appropriate Legend
5 to all pages of any copy or copies of the document in their possession.

6 c. Any Party may designate a deposition transcript (or any portion
7 of these transcripts or their exhibits) as "Confidential" or "Confidential – Attorneys
8 Eyes Only" by: (i) making the designation on the record during the deposition (in
9 which case the stenographer will affix the appropriate Legend to the cover page and
10 all designated pages of the transcript and any copies); or (ii) informing counsel for
11 all other Parties of the designation in writing within fourteen (14) days after receipt
12 of the transcript (in which case any Party in possession of an original or copy of the
13 transcript must affix the appropriate Legend to the cover page and all designated
14 pages and exhibits). During this fourteen (14) day period, any Party in possession of
15 a deposition transcript must treat the transcript as if designated "Confidential –
16 Attorneys Eyes Only," except that it may be reviewed during those 14 days by the
17 person who was deposed.

18 d. A Designating Party will have the right to exclude from
19 attendance at a deposition, during the time "Confidential – Attorneys Eyes Only"
20 information is to be or may be disclosed, any person other than the deponent,
21 Outside Counsel of record in this Action (including their staff), in-house counsel of
22 a Party (including their staff), independent experts and consultants retained for this
23 Action that have executed Exhibit B to this Protective Order, the court reporter and
24 videographer (if any).

25 3. PROVISIONS AND LIMITATIONS OF USE

26 a. All Confidential Documents and Confidential Information in this
27 Action must be used by the Receiving Party solely for purposes of the prosecution,
28 defense or settlement of this Action, including, without limitation, discovery,

1 motions, briefs and preparation for the trial, appeals, and for no other purpose,
2 except as otherwise stated in this Protective Order. Confidential documents and
3 confidential information used at trial will become public absent a separate court
4 order upon written motion and a legally sufficient showing.

5 b. **“Confidential”** -- Documents or information designated
6 “Confidential” may be viewed only by: (i) Outside Counsel of record in this Action
7 for the Receiving Party; (ii) independent experts and consultants retained for this
8 Action provided they have read this Protective Order and executed Exhibit B to this
9 protective Order prior to viewing; (iii) general or in-house counsel for a Receiving
10 Party and its staff working on this litigation; (iv) court reporters and videographers;
11 (v) the Court and its officers; (vi) the individual named Parties including personnel
12 of the named Parties with whom Outside Counsel of record in this Action for the
13 named Parties find it necessary to consult, at the discretion of Outside Counsel, in
14 preparation for trial of the Action; (vii) independent non-party witnesses who do not
15 have a business or employment affiliation with the Receiving Party, provided that
16 each independent non-party witness executes Exhibit B to this Protective Order
17 prior to viewing the “Confidential” documents or information.; and (viii) any other
18 person or witnesses whom the Parties agree in writing prior to any disclosure that
19 disclosure is appropriate and who execute Exhibit B to the Protective Order prior to
20 viewing the “Confidential” documents or information. With respect to witnesses or
21 any other persons, the Parties agree that they will reasonably and in good faith
22 confer regarding the need for and appropriateness of the disclosure.

23 c. **“Confidential - Attorneys Eyes Only”** -- Documents or
24 Information designated “Confidential -- Attorneys Eyes Only” may be viewed only
25 by: (i) Outside Counsel of record in this Action for the Receiving Party; (ii)
26 independent experts and consultants retained for this Action provided they have read
27 this Protective Order and executed Exhibit B to this Protective Order prior to
28 viewing the “Confidential -- Attorneys Eyes Only” documents or information; (iii)

1 court reporters and videographers for either depositions or court hearings; (iv) the
2 Court and its officers; and (v) any other person or witnesses whom the Parties agree
3 in writing prior to any disclosure that disclosure is appropriate and who execute
4 Exhibit B to this Protective Order prior to viewing the “Confidential – Attorneys
5 Eyes Only” documents or information. With respect to witnesses or any other
6 persons, the Parties agree that they will reasonably and in good faith confer
7 regarding the need for and appropriateness of the disclosure.

8 d. **Other Authorized Persons** - Any person indicated on the face
9 of a Confidential Document to be its originator, author or recipient of a copy may be
10 shown the Confidential Document.

11 **4. COPIES**

12 All copies of any Confidential Documents and copies of any documents
13 containing Confidential Information also constitute, and must be treated as,
14 Confidential Documents as provided in this Protective Order. Any person making,
15 or causing to be made, copies of any Confidential Documents or documents
16 containing Confidential Information, must make certain that each copy bears the
17 appropriate Legend pursuant to the requirements of this Protective Order.

18 **5. AGREEMENT TO MAINTAIN CONFIDENTIALITY**

19 Unless and until otherwise ordered by the Court or otherwise agreed by the
20 Parties, all documents designated as “Confidential” or “Confidential – Attorneys
21 Eyes Only” must be treated accordingly under this Protective Order.

22 **6. OBJECTIONS TO DESIGNATION**

23 Following the receipt of documents marked “Confidential” or “Confidential –
24 Attorneys Eyes Only,” any Party to the Action may object to the designation of the
25 document and seek a modification of the designation. The Party objecting to the
26 designation must notify, in writing, counsel for the Designating Party of the
27 objected-to materials and the grounds for the objection. The notification must be
28 served via facsimile or electronic mail within twenty-one (21) calendar days after

1 the materials have been produced to the objecting party. The Parties must, within
2 fourteen (14) calendar days of service of the written objection, meet and confer in
3 good faith to resolve the dispute. The requirement to meet and confer in good faith
4 will be deemed satisfied after the expiration of fourteen (14) calendar days after
5 service of the written notice of objection unless the Parties agree, in writing, to
6 continue to meet and confer beyond that period.

7 If the dispute cannot be resolved, the Designating Party may bring a motion
8 with the Court to have the material in dispute deemed as having been properly
9 marked as “Confidential” or “Confidential – Attorneys Eyes Only,” under the terms
10 of this agreement. The motion must be filed within twenty-eight (28) calendar days
11 from the date of service of the written notice of objection to the designation, unless
12 otherwise agreed between the Parties in writing, and must be noticed for the earliest
13 hearing date available. The motion also must comply with the applicable sections
14 and rules of the Federal Rules of Civil Procedure and Local Rules (including Local
15 Rules 37-1, et seq.), and comply with any applicable Court orders, including
16 scheduling orders reflecting discovery and motion cut-off dates. If these
17 requirements are not met, and/or no such motion is filed within that twenty-one (21)
18 day period, the item or items in dispute will lose their status as “Confidential” or
19 “Confidential-Attorneys Eyes Only,” and will no longer be subject to this Protective
20 Order. If a motion is timely filed by the Designating Party as set forth herein, then
21 the documents that are subject of the Parties’ dispute will continue to be treated in
22 accordance with their designation (either “Confidential” or “Confidential-Attorneys
23 Eyes Only”) while the motion is pending. The fact that a Party fails to object to the
24 designation of any document or other information under this Protective Order: (i) is
25 not an admission that the document or other information is in fact confidential; (ii) is
26 not admissible into evidence; and/or (iii) will not be the basis for cross-examination
27 or impeachment at any hearing or trial.

1 **7. FILING CONFIDENTIAL MATERIAL**

2 “Confidential” or “Confidential – Attorneys Eyes Only” material must be
3 handled as follows: unless the Parties otherwise agree in writing or the Court orders
4 otherwise, any Party intending to file “Confidential” or “Confidential – Attorneys
5 Eyes Only” material with the Court is required to comply with Local Rule 79-5.

6 **8. NOTIFICATION OF DISCLOSURE**

7 The Parties, counsel, and each person receiving Confidential Documents or
8 Confidential Information, must take reasonable precautions to prevent the
9 unauthorized or inadvertent disclosure of such information. If any Confidential
10 Document or Confidential Information is disclosed to any person other than a person
11 authorized by this Protective Order, the Party responsible for the unauthorized
12 disclosure must immediately bring all pertinent facts relating to the unauthorized
13 disclosure to the attention of the other Parties and, without prejudice to any rights
14 and remedies of the other Parties, make every effort to prevent further disclosure by
15 the Party and by the person(s) who received the unauthorized disclosure.

16 **9. INADVERTENT PRODUCTION OF CONFIDENTIAL**
17 **DOCUMENTS OR INFORMATION**

18 If a Party, through inadvertence, produces any Confidential Document or
19 Confidential Information without labeling or marking or otherwise designating it in
20 accordance with this Protective Order, the Designating Party may give written
21 notice to the Receiving Party that the document or thing produced is “Confidential”
22 or “Confidential – Attorneys Eyes Only” Information, and that the document or
23 thing produced should be treated in accordance with that designation under this
24 Protective Order. The Receiving Party must treat the materials as designated under
25 this Protective Order upon receipt of written notice from the Designating Party. If
26 the Receiving Party disclosed the materials before receiving the notice from the
27 Designating Party, the Receiving Party must notify the Designating Party in writing
28 of each disclosure and must retrieve or return, as necessary to comply with the terms

1 of this Protective Order, all copies of the disclosed information and confirm in
2 writing to the Designating Party that it has done so. The inadvertent production or
3 disclosure of any Confidential Document or Confidential Information will not in
4 itself constitute a waiver or impairment of any claim of confidentiality, privilege or
5 other protection from discovery. All Parties, however, reserve all rights to challenge
6 the confidential status of the inadvertent production or disclosure.

7 **10. DESIGNATION REQUIRED**

8 No Party will be responsible to another Party for disclosure of a Confidential
9 Document or Confidential Information under this Protective Order, or otherwise be
10 found in violation of this Protective Order, if, at the time of the disclosure, the
11 information in question was not labeled or otherwise identified, and the time to do
12 so has expired, in accordance with this Protective Order.

13 **11. EVIDENTIARY OBJECTIONS NOT WAIVED**

14 Notwithstanding anything to the contrary contained within this Protective
15 Order, all objections as to admissibility of any Confidential Document or
16 Confidential Information are reserved and are not waived by any terms of this
17 Protective Order.

18 **12. PRIVILEGE RETAINED**

19 Nothing in this Protective Order prejudices the right of any Party to object to
20 the production of any discovery material on the grounds that the material is
21 protected as privileged or as attorney work product.

22 **13. RESERVATION OF RIGHTS AND OBJECTIONS**

23 The Parties reserve and retain all rights, privileges, and objections to the
24 production of any document or tangible thing as set forth under federal or state law
25 and court authority interpreting the applicable law. The Parties further expressly
26 agree that execution of this Protective Order does not waive any of their rights,
27 privileges, and objections to the production of any document or tangible thing under
28 federal or state law and court authority interpreting the applicable law.

**14. CONTINUATION OF PROTECTION AFTER DISPOSITION;
RETURN OF CONFIDENTIAL INFORMATION**

The termination of proceedings in the Action will not relieve any Receiving Party from the obligation of maintaining the confidentiality of all Confidential Documents and Confidential Information produced and designated pursuant to this Protective Order, unless all of the Parties to the Action agree otherwise or unless the Court rules otherwise. Upon the final disposition of the Action including any appeals, the Parties will, upon request of the Designating Party, return any Confidential Documents and documents containing Confidential Information (including, in each case, all copies and summaries) to the Designating Party from whom/which Confidential Documents or documents containing Confidential Information were obtained, or may provide to counsel for the Designating Party certification in writing that all Confidential Documents and documents containing Confidential Information have been destroyed and that this information has been purged from all machine-readable media on which it resides. However, the Parties will be entitled to keep any court filings, attorney work product, deposition transcripts or hearing transcripts, all of which will continue to be governed by this Protective Order. The Court retains and will have continuing jurisdiction over the Parties and recipients of Confidential Documents or Confidential Information for enforcement of this Protective Order following termination of this Action.

**15. SEPARATE PROTECTIVE ORDER OR MODIFICATION OF
THIS PROTECTIVE ORDER**

This Protective Order will be without prejudice to the right of the Parties to the Action to present a motion to the Court for a separate protective order as to any particular document or information, including restrictions differing from those specified in this Protective Order. In addition, this Protective Order will not be deemed to prejudice the Parties in any way in any future application for modification of this Protective Order. This Protective Order may be modified by

1 written agreement of the Parties subject to Court approval. The Parties ask that the
2 Court provide them with notice of the Court's intent to modify this Protective Order,
3 and the content of those modifications, prior to entry of such an order.

4 **16. NOTIFICATION BY FACSIMILE/EMAIL.**

5 Transmission by facsimile or email is acceptable for the specific notices
6 identified in this Protective Order.

7 **17. JOINT MOTION FOR ENTRY**

8 The Parties shall jointly request that the Court enter this Stipulated
9 Confidentiality Agreement as an order for the conduct of discovery in this case. The
10 Parties agree to be bound by the terms set forth herein with regard to any
11 Confidential Materials that have been produced before the Court signs this
12 Stipulation and Protective Order.

13 **IT IS SO STIPULATED.**

14 DATED: June 1, 2018 THE TURLEY & MARA LAW FIRM, APLC

15
16 By: s/ Tony Roberts

17 Tony Roberts, Esq.

18 Attorneys for Plaintiff KRISTINA MCCONVILLE
19 on behalf of herself, all others similarly situated, and
on behalf of the general public.

20 DATED: June 1, 2018 SOLOMON WARD SEIDENWURM &
21 SMITH, LLP

22
23 By: s/ William V. Whelan

24 WILLIAM V. WHELAN

25 Attorneys for Defendant Renzenberger, Inc.

26 ///

27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIGNATURE CERTIFICATION

Pursuant to Local Rule 5-4.3.4(a)(2), I hereby certify that all of other signatories listed, on whose behalf this filing is submitted, concur with the contents of this filing and have authorized the filing.

DATED: June 1, 2018 SOLOMON WARD SEIDENWURM &
SMITH, LLP

By: s/ William V. Whelan
WILLIAM V. WHELAN
Attorneys for Defendant Renzenberger, Inc.

IT IS SO ORDERED.

DATED: June 8, 2018 /s/ Jacqueline Chooljian
HON. JACQUELINE CHOOLJIAN
United States Magistrate Judge

1 **EXHIBIT A**

2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**

11 KRISTINA MCCONVILLE, on behalf
12 of herself, all others similarly situated,
13 and on behalf of the general public,

14 Plaintiffs,

15 v.

16 RENZENBERGER, INC.; and DOES 1
17 through 100,

18 Defendants.

Case No. 2:17-cv-02972-FMO-JC

**AGREEMENT TO TERMS OF
STIPULATED PROTECTIVE
ORDER**

Date:

Time:

Courtroom: 6D

Judge Fernando M. Olguin

Magistrate Judge Jacqueline Chooljian

Complaint Filed: April 14, 2016

Action Removed: May 17, 2016

Trial Date: None Set

20 The undersigned third party represents and warrants that:

21 1. The individual signing this Agreement is authorized to enter into this
22 Agreement on behalf of _____ (the "Protected Party").

23 2. Representatives of the Protected Party have read the Stipulated
24 Protective Order (the "Protective Order") entered in *Kristina McConville v.*
25 *Renzenberger, Inc.*, U.S.C.D. Case No. 2:17-cv-02972-FMO-JC, and have received
26 a copy of the Protective Order. The Protected Party has had an opportunity to allow
27 review by its legal counsel of the terms of the Protective Order.
28

1 3. The Protected Party understands that the Parties to the above-captioned
2 action have requested information or materials from the Protected Party that may be
3 sensitive, confidential information. The Protected Party wishes to avail itself of the
4 Protective Order and its attendant protections regarding Protected Party's
5 confidential and sensitive information.

6 4. By executing this agreement and providing information, the Protected
7 Party agrees to the terms of the Protective Order, except as noted in paragraph 5
8 below, and may enforce the Protective Order against the Parties to the above-
9 captioned action who already have agreed to be bound by the Protective Order. The
10 Protected Party does not subject itself to the jurisdiction of courts of the United
11 States District Court for the Central District of California, and will not be considered
12 to have made an appearance in the above-captioned action by executing this Exhibit
13 A.

14 5. All disputes regarding the Protected Party's designation of information
15 as Confidential Information (as defined in the Protective Order) will be resolved by
16 the court of the jurisdiction from which the subpoena requesting such information
17 from the Protected Party was issued.

18
19 Dated: _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

Name of Protected Party

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

EXHIBIT B

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

KRISTINA MCCONVILLE, on behalf
of herself, all others similarly situated,
and on behalf of the general public,

Plaintiffs,

v.

RENZENBERGER, INC.; and DOES 1
through 100,

Defendants.

Case No. 2:17-cv-02972-FMO-JC

**AGREEMENT TO TERMS OF
STIPULATED PROTECTIVE
ORDER**

Date:
Time:
Courtroom: 6D

Judge Fernando M. Olguin
Magistrate Judge Jacqueline Chooljian

Complaint Filed: April 14, 2016
Action Removed: May 17, 2016
Trial Date: None Set

I, _____ [NAME PRINTED], declare and say that:

1. I am employed as _____ by _____.

2. I have read the Stipulated Protective Order (the "Protective Order")
entered in *Kristina McConville v. Renzenberger, Inc.*, U.S.C.D. Case No. 2:17-cv-
02972-FMO-JC, and have received a copy of the Protective Order.

3. I promise that I will use any and all Confidential Documents and
Confidential Information, each as defined in the Protective Order, given to me only
in a manner authorized by the Protective Order.

1 4. I promise that I will not disclose or discuss any Confidential
2 Documents or Confidential Information with anyone other than those persons
3 allowed to receive and review such information pursuant to the terms of the
4 Protective Order.

5 5. I acknowledge that, by signing this agreement, I am subjecting myself
6 to the jurisdiction of the United States District Court for the Central District of
7 California with respect to enforcement of the Protective Order.

8 6. I understand that any disclosure or use of Confidential Documents or
9 Confidential Information, in any manner contrary to the provisions of the Protective
10 Order, may subject me to sanctions for contempt of court.

11 I declare under penalty of perjury under the laws of the United States of
12 America and the State of California that the foregoing is true and correct.

13

14 Dated: _____ By: _____

15

16

17

Print Name

18

19

20

21

22

23

24

25

26

27

28